

Fill in this information to identify the case:

Debtor 1: DARRYL L SMITH

Debtor 2:

(Spouse, if filing)

United States Bankruptcy Court for the: NORTHERN District of New York

Case number: 20-10075

Official Form 410S1

Chapter 13

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of Creditor: WILMINGTON SAVINGS FUND
SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE
LOAN TRUST A,

Court claim no. (if known): 7-1

Last four digits of any number
you use to identify the debtor's
account:

0505

Date of payment change: 04/01/2021

Must be at least 21 days after
date of this notice

\$938.61

Principal, interest and escrow, if any

New total payment:

Part 1: Escrow Account Payment Adjustment

Will there be a change in the debtor's escrow account payment? Yes

Attach a copy of the escrow account statement prepared in a form consistent with applicable non-bankruptcy law. Describe the basis for the change.
If a statement is not attached, explain why:

Current Escrow Payment: \$357.30

New Escrow Payment: \$433.83

Part 2: Mortgage Payment Adjustment

Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note? No

Attach a copy of the rate change notice prepared in a form consistent with applicable non-bankruptcy law.
If a notice is not attached, explain why:

Current Interest Rate:

New Interest Rate:

Current principal and interest payment:

New principal and interest payment:

Part 3: Other Payment Change

Will there be a change in the debtor's mortgage payment for a reason not listed above? No

Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement.
(Court approval may be required before the payment change can take effect.)

Reason for change:

Current mortgage payment:

New mortgage payment:

Debtor 1: DARRYL L SMITH

Case number (if known): 20-10075

Part 4: Sign Here

The person completing the Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if Different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box:

☐

I am the creditor

☒

I am the creditor's authorized agent

(Attach copy of Power of Attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information and reasonable belief.

/s/ Diane Tran

Signature

Date: Feb 24, 2021

Print: Diane Tran

Title: Authorized Agent

Company: Liepold, Harrison & Associates

Address: 701 Highlander Blvd., Ste. 200
Arlington, TX 76015

Contact Phone:

Email: dtran@ursusholdings.com

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF New York**

In Re:

Case No. 20-10075

DARRYL L SMITH

Chapter 13

Debtor(s)

CERTIFICATE OF SERVICE

I hereby certify that on 02/24/2021, a true and correct copy of the foregoing Notice of Mortgage Payment Change was served upon all interested parties pursuant to the Court's CM/ECF system and/or by First Class U.S. Mail.

By: /s/ Diane Tran

WILMINGTON SAVINGS FUND SOCIETY,
FSB, AS TRUSTEE OF STANWICH
MORTGAGE LOAN TRUST A
701 Highlander Blvd., Ste. 200
Arlington, TX 76015

Debtor

DARRYL L SMITH

320 KINGSLEY RD
BURNT HILLS, NY 12027

Debtor's Counsel

William F. Berglund
54 State St.
Albany, NY 12207

Trustee

Andrea E. Celli-Trustee
7 Southwoods Boulevard
Albany, NY 12211

U.S. Trustee

Office of the U.S. Trustee
11A Clinton Ave. Room 620
Albany, NY 12207

----- DETERMINING THE SUFFICIENCY OF YOUR ESCROW BALANCE -----

IF THE PROJECTED LOW POINT BALANCE (ALP) IS LESS THAN THE REQUIRED LOW POINT BALANCE (RLP), THEN THERE IS AN ESCROW SHORTAGE.... THE ESCROW SHORTAGE IS.... 548.22- *

* THIS SHORTAGE THAT WILL BECOME PART OF YOUR MONTHLY PAYMENT WILL BE COLLECTED FOR A PERIOD OF 12 MONTHS FROM April 1, 2021.

IF YOU CHOOSE TO PAY THE ESCROW SHORTAGE IN FULL IN A LUMP SUM PRIOR TO THE EFFECTIVE PAYMENT DATE, YOUR MONTHLY PAYMENT WILL BE REDUCED BY THE MONTHLY SHORTAGE PAYMENT AMOUNT.

AT THE TIME OF YOUR BANKRUPTCY FILING, YOUR ESCROW SHORTAGE INCLUDED IN THE POC (PROOF OF CLAIM) IS \$1,961.90.

----- CALCULATIONS OF YOUR NEW PAYMENT AMOUNT -----

| | | |
|---|--------|--------|
| PRIN & INTEREST | 504.78 | * |
| ESCROW PAYMENT | 388.15 | |
| SHORTAGE PYMT | 45.68 | |
| BORROWER PAYMENT STARTING WITH THE PAYMENT DUE 04/01/21 | ==> | 938.61 |

* IF YOUR LOAN IS AN ADJUSTABLE RATE MORTGAGE, THE PRINCIPAL & INTEREST PORTION OF YOUR PAYMENT MAY CHANGE WITHIN THIS CYCLE IN ACCORDANCE WITH YOUR LOAN DOCUMENTS.

NOTE : YOUR ESCROW BALANCE MAY CONTAIN A CUSHION. A CUSHION IS AN AMOUNT OF MONEY HELD IN YOUR ESCROW ACCOUNT TO PREVENT YOUR ESCROW BALANCE FROM BEING OVERDRAWN WHEN INCREASES IN THE DISBURSEMENTS OCCUR. FEDERAL LAW AUTHORIZES A MAXIMUM ESCROW CUSHION NOT TO EXCEED 1/6TH OF THE TOTAL ANNUAL PROJECTED ESCROW DISBURSEMENTS MADE DURING THE ABOVE CYCLE. THIS AMOUNT IS \$714.61. YOUR LOAN DOCUMENTS OR STATE LAW MAY REQUIRE A LESSER CUSHION. YOUR MORTGAGE CONTRACT AND STATE LAW ARE SILENT ON THIS ISSUE. WHEN YOUR ESCROW BALANCE REACHES ITS LOWEST POINT DURING THE ABOVE CYCLE, THAT BALANCE IS TARGETED TO BE YOUR CUSHION AMOUNT. YOUR ESCROW CUSHION FOR THIS CYCLE IS \$776.30.

YOUR PROJECTED ESCROW BALANCE CONSISTS OF THE FOLLOWING DETAIL (AN * NEXT TO AN AMOUNT INDICATES THIS IS A TOTAL THAT REPRESENTS MORE THAN ONE PAYMENT TO OR DISBURSEMENT FROM ESCROW):

| | | | | | |
|---|----------|-------|----------|-------|-------------|
| Escrow payments up to escrow analysis effective date: | | | | | |
| 07/19 | \$390.22 | 08/19 | \$390.22 | 09/19 | \$6,953.30* |

IMPORTANT BANKRUPTCY NOTICE

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

MINI MIRANDA

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

HUD COUNSELOR INFORMATION

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to www.consumerfinance.gov/find-a-housing-counselor.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers Carrington Mortgage Services, LLC's compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

New York City Department of Consumer Affairs Debt Collection Agency License Numbers: 1264739-DCA; 2027784-DCA & 2027786-DCA

This collection agency is licensed by the City of Buffalo license numbers: 555177; 555176 & 10033598

City of Yonkers Debt Collection Agency License Number: 9717; 9837 & 9826

For New York residents: You may file complaints about Carrington Mortgage Services, LLC with the New York State Department of Financial Services. You may obtain further information from the New York State Department of Financial Services about the availability of housing counseling services by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting the Department's website at www.dfs.ny.gov. Carrington Mortgage Services, LLC is registered with the Superintendent of the New York State Department of Financial Services. Carrington Mortgage Services, LLC remains responsible for all actions taken by third-party service providers authorized by Carrington Mortgage Services, LLC to act on its behalf regarding the servicing of your loan.